

The Drinking Water Program has received several inquiries regarding establishing a contract operations document. It is strongly suggested that utilities and operators establish a contract for the protection of both parties.

The following guidelines are suggested. As with any agreement it is also suggested that a review by legal counsel be performed.

The Drinking Water Program does not have to review or approve contracts. However, the system should file a Public Water System Licensed Operator Certification Form within 30 days of any changes.

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NEW ENGLAND WATER WORKS ASSOCIATION OPERATOR CERTIFICATION COMMITTEE

GUIDELINES FOR PWS CONTRACTING WATER OPERATIONS

A Public Water System (PWS) contract for the operation of your system should contain information and requirements in the areas as described below. This document is intended as a guide in developing a contract. It is recommended that you seek legal council to review the contract before implementation.

General Information:

- Name of the contact operator, certification status, and the water system receiving the contracted services.
 - The contract operator must be certified. Be sure to check the contract operator's certification status, work experience, and references before selecting an operator. Ensure the contract operator's certification status is appropriate for your water system.
- A description of your water system is needed. Indicate the number of service connections, population served, the treatment present, your water source, etc.

Period of Service and Effective Date:

- The effective start and end date for the contract.
 - Contracts are recommended for a period no longer than three years.

Scope of Services:

- The number of sites and hours the contract operator is expected to spend each week at the water system with the requirement that the contract operator document and submit to you the actual amount of time spent at your water system.
- The scope of services including duties and responsibilities of the contract operator.
 - Services provided may include and not be limited to things such as:
 - ✓ Site Work
 - ✓ Sampling
 - ✓ Laboratory responsibilities
 - ✓ Chain of custody for sampling
 - ✓ Communications
 - ✓ Reporting responsibilities
 - ✓ Facility improvements
 - ✓ Basic Equipment Maintenance
 - ✓ Chemical make-up and feed equipment calibration
 - ✓ Basic interior housekeeping
 - ✓ Distribution System Maintenance
(Annual flushing, gate and hydrant checks, etc.)

(For references see the regulatory agency regulations for operator definitions, duties and responsibilities, the NEWWA Operator Job Description Guidelines, NEWWA Code of Ethics Guidelines, and the NEWWA Offenses Providing a Basis for Enforcement Actions Guidelines). Specify the degree of complexity of the operations and maintenance requirements. Contract operators are responsible for communicating all required regulatory and operational information to owner.

Compensation:

- List a detailed fee structure for the contract.
 - Consider there are likely to be major costs spent above normal operations.

Time and Method of Payment:

- Specify a payment method.
 - Consider things such as who will make the payments and whether or not the contractor will submit monthly invoices.
 - Consider the requirement of additional fees for emergency call out services.

Owner's Responsibilities:

- Clearly document the responsibility that the owner or responsible person will retain.
 - The contract operator should provide a list of routine operations checks made by the PWS owner or responsible person. The owner or responsible person will notify the contract operator of any scheduled or unplanned system problems, repairs, or modifications that arise in the contract operator's absence.
 - The owner is responsible for communicating all required regulatory information to the operator.

Accessibility:

- The distances between a contract operator and a water system should be such that, if there is an emergency, the contract operator is able to reach the water system within one hour of the first notification of the emergency.

Insurance:

- Specify whether the contract operator will provide comprehensive general liability insurance to cover bodily injury and property damage resulting from negligent performance of the service covered in the contract.

Termination:

- The contract should have an agreement of termination (by either party by advanced, written notice of a specified number of days).

For those states where required, submit the contract to the appropriate state regulatory agency or board for approval prior to implementation.